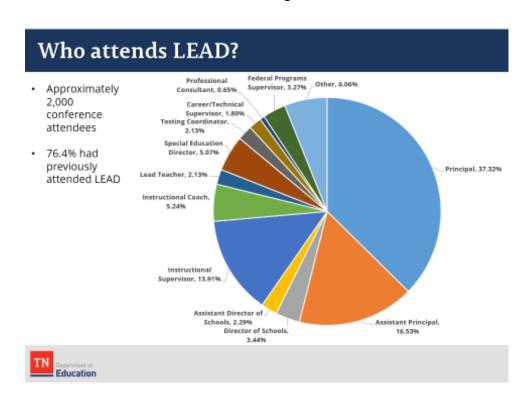


Exhibitor Prospectus

The Tennessee Department of Education LEAD 2016 Conference

The Tennessee Department of Education is proud to announce the 15th Annual LEAD Conference. LEAD will take place at the Music City Center in Nashville on Oct. 24-26. An estimated 2,000 school- and district-level educational leaders will participate in the conference. The theme for LEAD 2016 is "LEADing for Readiness." This year will feature educational leaders' sharing of best practices and professional learning experiences in more than 70 concurrent sessions to help equip Tennessee educators with the tools to lead our schools into the next generation.



Sponsorship Opportunities

The opportunity to be a sponsor at **LEAD 2016** provides a higher level of exposure for your company at the conference, giving you invaluable access to the decision makers and educators in Tennessee and surrounding states. Listed below are the available sponsorship opportunities for **LEAD 2016** and a description of the added exposure your company will benefit from as a sponsor.

Platinum Sponsor @ \$25,000 includes: 1 available

(requires minimum monetary or in-kind contribution of \$25,000.00 or provide equivalent services)

- **Four** exhibitor booths (20' x 20' total) inline or island (additional booth space available at regular booth rates)
- Four complimentary full conference registrations (additional registrations available at standard attendee price)
- Full-page color ad in the conference program (back cover or inside back cover selected on a first-come, first-served basis; additional ad space available at regular ad price)
- Thirty second commercial displayed at the close of General Session on Monday (commercial must be created by sponsor in digital video format)
- Sponsor logo on the conference bag (bags may have multiple sponsors; for an additional \$5,000.00 you can be the sole sponsor on the bag)
- Company name and logo displayed on the exhibit hall entrance
- Platinum sponsors may provide up to a maximum of three items to be included in the attendee tote bags
- Complimentary list of consenting attendees upon request
- Name and logo displayed on various signage at LEAD 2016 conference, as well as on the LEAD 2016 mobile app
- Sponsor's logo displayed during the General Session announcements.
- **NEW:** Mobile App Banner approximately 30 seconds of visibility during peak times (snack breaks, meals, and session changes)

Gold Sponsor @ \$15,000 includes: 1 available

(requires minimum monetary or in-kind contribution of \$15,000.00 or provide equivalent services)

- **Three** exhibitor booths (10' x 30' total; additional booth space available at regular booth rates)
- Three quarter-page color ad in the conference program (additional ad space available at regular ad price)
- Three complimentary full conference registrations (additional registrations available at standard attendee price)
- Thirty second commercial displayed at the close of General Session on Tuesday (commercial must be created by sponsor in digital video format)
- Gold sponsors may provide up to a maximum of two items to be included in the attendee tote bags
- Complimentary list of consenting attendees upon request
- Name and logo displayed on various signage at LEAD 2016 conference, as well as on the LEAD 2016 mobile app
- Sponsor's logo displayed during the General Session announcements.
- **NEW:** Mobile App Banner approximately 24 seconds of visibility during peak times (snack breaks, meals, and session changes)

Silver Sponsor @ \$10,000 includes: 1 available

(requires minimum monetary or in-kind contribution of \$10,000.00 or provide equivalent services)

- Two exhibitor booths (10' x 20' total; additional booth space available at regular booth rate)
- Half-page color ad in the conference program (additional ad space available at regular ad price)
- Two complimentary full conference registrations
- Silver sponsors may provide one item to be included in the attendee tote bags
- Complimentary list of consenting attendees upon request
- Name and logo displayed on various signage at LEAD 2016 conference, as well as on the LEAD 2016 mobile app
- Sponsor's logo displayed during the General Session announcements.
- **NEW:** Mobile App Banner approximately 20 seconds of visibility during peak times (snack breaks, meals, and session changes)

Bronze Sponsor @ \$7,500 includes: 2 available

(requires minimum monetary or in-kind contribution of \$7,500.00 or provide equivalent services)

- One exhibitor booth (10' x 10'; additional booth available at regular booth rates)
- Quarter-page color ad in the conference program (additional ad space available at regular ad price)
- Two complimentary full conference registrations (additional registrations available at standard attendee price)
- Complimentary list of consenting attendees upon request
- Sponsor's logo displayed during the General Session announcements
- Bronze sponsors may provide one item to be stuffed in the attendee tote bags
- Name and logo displayed on various signage at LEAD 2016 conference, as well as on the LEAD 2016 mobile app
- Sponsors' logos displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately 16 seconds of visibility during peak times (snack breaks, meals, and session changes)

Copper Sponsor @ \$5,000 includes: (4 available)

(requires minimum monetary or in-kind contribution of \$5,000.00 or provide equivalent services)

- One complimentary full conference registration (additional registrations available at standard attendee price)
- Complimentary list of consenting attendees upon request
- Name and logo displayed on various signage at LEAD 2016 conference, as well as on the LEAD 2016 mobile app
- Sponsors' logos displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately 12 seconds of visibility during peak times (snack breaks, meals, and session changes)

Special Event Sponsorship Opportunities

New Testing Coordinators Luncheon @ \$2,500 includes: (1 available)

(requires minimum monetary contribution of \$2,500.00)

- Exclusive signage in hallway and room day of event
- Access to Tennessee's new testing coordinators
- Four guest seats for banquet
- Two minute presentation and introduction of the key note speaker
- Recognition in the conference program as the exclusive New Testing Coordinators Luncheon sponsor
- Sponsor's logo displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately six seconds of visibility during peak times (snack breaks, meals, and session changes)

Other Sponsorship Opportunities

Lanyard Sponsor @ \$5,000 includes: (1 available)

(requires minimum monetary or in-kind contribution of \$5,000.00 or provide equivalent services)

- Exclusive company name/logo on lanyard for all participants at LEAD 2016 conference
- Recognition in the conference program as the exclusive lanyard sponsor
- Sponsor's logo displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately six seconds of visibility during peak times (snack breaks, meals, and session changes)

Assessment Lab Sponsor @ \$2,500 includes: (2 available)

(requires minimum monetary or in-kind contribution of \$2,500.00 or provide equivalent services)

- Non-exclusive signage in the lab
- Recognition in the conference program as an assessment lab sponsor
- Sponsors' logos displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately six seconds of visibility during peak times (snack breaks, meals, and session changes)

Re-charge Lounge Sponsors @ \$1,500 includes: (4 available)

(requires minimum monetary or in-kind contribution of \$1,500.00 or provide equivalent services)

- Non-exclusive signage in the Re-charge Lounge
- Recognition in the conference program as a Re-charge Lounge sponsor
- Sponsors' logos displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately six seconds of visibility during peak times (snack breaks, meals, and session changes)

Pre-Conference Break Sponsors @ \$6,000 includes: (2 available)

(requires minimum monetary or in-kind contribution of \$6,000.00 or provide equivalent services)

- Exclusive signage in the refreshment area for each break
- Recognition in the conference program as a pre-conference refreshment break sponsor
- Sponsors' logos displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately six seconds of visibility during peak times (snack breaks, meals, and session changes)

Soda and Snack Break Sponsors @ \$6,000 includes: (3 available)

(requires minimum monetary or in-kind contribution of \$6,000.00 or provide equivalent services)

- Non-exclusive signage in the refreshment areas
- Recognition in the conference program as a refreshment break sponsor
- Sponsors' logos displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately six seconds of visibility during peak times (snack breaks, meals, and session changes)

Coffee and Tea Break Sponsors @ \$2,000 includes: (2 available)

(requires minimum monetary or in kind contribution of \$2,000.00 or provide equivalent services)

- Non-exclusive signage coffee/tea stations
- Recognition in the conference program as the coffee/tea station sponsor
- Sponsors' logos displayed during the General Session announcements
- **NEW:** Mobile App Banner approximately six seconds of visibility during peak times (snack breaks, meals, and session changes)

Student Showcase/Talent Sponsors @ \$1,000 includes: (4 available)

(requires minimum monetary or in-kind contribution of \$1,000.00 or provide equivalent services)

- Non-exclusive signage in the General Session and/or Student Showcase area;
- Recognition in the conference program as a Student Talent/Showcase sponsor;
- Sponsors' logos displayed during the General Session announcements.
- **NEW:** Mobile App Banner approximately six seconds of visibility during peak times (snack breaks, meals, and session changes).

Presentation Opportunities

IN-BOOTH CLASSROOM PRESENTATIONS

Host a session in your booth. At LEAD 2016 we want to bring more learning experiences to the exhibit hall through new and engaging methods. This year, we encourage classroom-style demos that engage attendees at your booth. If you are interested in hosting such sessions, we recommend purchasing a larger booth space (minimum of 10'x20') that would accommodate at least five attendees in a seated, comfortable environment to support their learning and interaction with your presentation.

In order to drive participation and exhibit hall presence, we recommend that you publish

your presentation schedules in the program and on the app. Pricing for presentation schedule publication and advertisement space is below. For ad submission, please contact LEAD.Conference@tn.gov.

Advertising Opportunities

Program Book Ad Pricing:

Black and White

1/4-page ad: \$200.00 1/2-page ad: \$400.00 3/4-page ad: \$600.00 1-page ad: \$800.00

Color

1/4-page ad: \$400.00 1/2-page ad: \$800.00 3/4-page ad: \$1,200.00 1-page ad: \$1,600.00

NEW: Mobile App Banner

Banner ads are front and center on the LEAD 2016 app and help drive booth and website traffic. Attendees can easily connect with you by tapping through to your website. Also consider the benefits of creating banner ads that direct attendees directly to your booth!

You can purchase banners for single days, all days, and even prior to the conference. Pricing is listed below:

Sunday: \$400.00 Monday: \$800.00 Tuesday: \$800.00 Wednesday: \$400.00

Sunday: Wednesday: \$2400.00 Prior to Conference: \$600.00

Exhibitor Booth Packages

STANDARD PACKAGE: \$1,000

- One (1) 10'x10' booth space that includes:
 - One 8' skirted table and two chairs
 - 8' back drapes and 3' high side-rail drapes in show colors
 - One wastebasket
 - One 7" x 44" booth ID sign
 - Dedicated exhibit hall time on both show days
 - Two (2) complimentary show badges (additional registrations available at standard rates)
 - Two (2) complimentary breakfasts, lunches, and snacks for booth staff per show day
 - Security during move-in/out and during show hours
 - Exhibitor listing in the conference program (name, booth locations, contact information, and booth description)

PREFERRED PACKAGE: \$1,900

- One (1) 10'x20' booth space that includes:
 - Two 8' skirted tables and four chairs
 - 8' back drapes and 3' high side-rail drapes in show colors
 - Two wastebaskets
 - One 7" x 44" booth ID sign
 - Dedicated exhibit hall time on both show days
 - Four (4) complimentary show badges
 - Four (4) complimentary breakfasts, lunches, and snacks for booth staff per show day
 - Security during move-in/out and during show hours
 - Exhibitor listing in the conference program (name, booth locations, contact information, and booth description)

PREFERRED PLUS PACKAGE: \$2,700

- One (1) 10'x30' booth space that includes:
 - Three 8' skirted tables and five chairs
 - 8' back drapes and 3' high side-rail drapes in show colors
 - Two wastebaskets
 - One 7" x 44" booth ID sign
 - Dedicated exhibit hall time on both show days
 - Five (5) complimentary show badges
 - Five (5) complimentary breakfasts, lunches, and snacks for booth staff per show day
 - Security during move-in/out and during show hours
 - Exhibitor listing in the conference program (name, booth locations, contact information, and booth description)

PREMIUM PACKAGE: \$3,400

- One (1) 20'x20' Island Booth -or- One (1) 10'x40' Linear Booth
 - Four 8' skirted tables and eight chairs

- 8' back drapes and 3' high side-rail drapes in show colors
- Four waste baskets
- One 7" x 44" booth ID sign
- Dedicated exhibit hall time on both show days
- Six (6) complimentary show badges
- Six (6) complimentary breakfasts, lunches, and snacks for booth staff per show day
- Security during move-in/out and during show hours
- Exhibitor listing in the conference program (name, booth locations, contact information, and booth description)

NON-PROFIT ORGANIZATIONS, UNIVERSITY, COLLEGE, TECHNICAL COLLEGE PACKAGE: \$400

- One (1) 10'x10' booth space that includes:
 - One 8' skirted table and two chairs
 - 8' back drapes and 3' high side-rail drapes in show colors
 - One wastebasket
 - One 7" x 44" booth ID sign
 - Dedicated exhibit hall time on both show days
 - Two (2) complimentary show badges
 - Two (2) complimentary breakfasts, lunches, and snacks for booth staff per show day
 - Security during move-in/out and during show hours
 - Exhibitor listing in the conference program (name, booth locations, contact information, and booth description)

The application deadline is Aug. 31 at 5 p.m. CDT.
The deadline to submit logos, ad artwork, and/or other media needed for the program is Sept. 26 at 5 p.m. CDT.

Event Logistics

TENTATIVE EXHIBITOR SCHEDULE

(Hours listed below are tentative and subject to change. Dismantling must NOT start prior to the designated time on Tuesday, Oct. 25, or vendor may be subject to penalties listed in the rules and regulations. Booth items MUST be removed from the floor by 8 p.m. on Oct. 25.)

Exhibit Hall A Setup Sunday, October 23, 2016

& Move In: 1 p.m. – 5 p.m.

Show Hours: Monday, October 24, 2016

9:30 a.m. – 5 p.m.

Dedicated times: 11:45 a.m. – 1p.m. 2:30 p.m. – 3 p.m.

Tuesday, October 25, 2016

7 a.m. – 4:30 p.m.

Dedicated times: 11:45 a.m. – 1 p.m. 2:30 p.m. – 3 p.m.

Exhibitor Move Out: Tuesday, October 25, 2016

After 5 p.m.

(Hours listed above are tentative and subject to change. Dismantling must NOT start prior to the designated time on Tuesday, Oct. 25, or vendor may be subject to penalties listed in the rules and regulations. Booth items MUST be removed from the floor by 8 p.m. on Oct. 25.)

HOTEL INFORMATION

Hotel rooms are now available for LEAD 2016. Please visit the LEAD 2016 website for more information: http://www.tn.gov/education/topic/lead-conference. To receive the conference rate offered by each hotel, please use the group name 2016 LEAD Conference.

VENUE INFORMATION

The trade show will be held in Exhibit Hall A of the Music City Center. Shipping to the Exhibit Hall must be done through the designated general services provider and in accordance with their policies and fees. Music City Center is located at 201 5th Ave S, Nashville, TN 37203. Directions and other information may be found at: http://www.nashvillemusiccitycenter.com/directions-map

EXHIBIT DIRECTORY

The LEAD 2016 conference program will be distributed to all conference participants, and will contain the official exhibitor directory. Each listing will contain the exhibitor's name, address, phone number, website, booth number, and description. Exhibitors should submit their description in twenty-five (25) words or less with their Agreement Application for inclusion in the conference program. LEAD 2016 Conference Committee reserves the right to edit and shorten descriptions over the designated limit.

EXHIBITING INFORMATION FLOOR SALES

Exhibitors are permitted to sell items (excluding food and/or beverages) within their booth during show hours. Neither LEAD 2016 nor Music City Center are responsible for any losses, liabilities, taxes, licenses, copyrights, or other part of this activity.

CANCELLATION

Cancellations must be submitted to the exhibit coordinator in writing, and are effective upon receipt. Refunds will be made according to the schedule listed in the rules and regulations.

EXHIBIT SPACE LOCATION

Spaces will be assigned in the order in which exhibitor registrations are received. Please indicate several choices on your exhibitor registration. Payment is due within thirty (30) days from registration unless otherwise arranged with the exhibit coordinator, or vendor risks forfeiture of space reservation. LEAD 2016 Conference Committee reserves the right to make any adjustments or modifications necessary in booth assignments.

EXHIBITOR APPOINTED CONTRACTORS ("EAC") OR INSTALL/DESIGN COMPANIES

Exhibitors using booth assembly or dismantle labor other than those provided by the event draper service company (the designated conference general services provider) must notify LEAD 2016 Conference Committee and the conference service provider no later than September 23, 2016, and supply the necessary certificates of insurance. Exhibitors using EACs are required to provide such contractors all necessary information regarding installation and dismantling, material handling, exhibitor rules and regulations. EACs are required to comply with all LEAD 2016 and Music City Center rules and regulations.

EXHIBIT SERVICE KIT

Complete information on ordering communication services, internet access utilities, equipment/furniture rentals/carpet, shipping instructions, etc., will be available soon. If you have questions that have not been addressed, please contact the exhibit coordinator at LEAD.Conference@tn.gov. All charges for additional services are the sole responsibility of the exhibitor.

RULES & REGULATIONS

Please refer to the last page of the Exhibitor Agreement Application for the rules and regulations governing the LEAD 2016 trade show.

SHOW MANAGEMENT

The trade show is managed by the Tennessee Department of Education and their general services contractor for LEAD 2016. For questions or more information about the show, you may contact:

CONTACT INFORMATION

Phone: (615) 585-8123

Email: <u>LEAD.Conference@tn.gov</u>

HOW TO APPLY

You may reserve a booth by completing the registration process available here.

APPLICATION DEADLINE

All Application Agreements must be received by **Aug. 31 at 5 p.m. CDT.** Applications will be accepted after that on a space-available case-by-case basis **and will be subject to an additional \$100 fee.** Please call the exhibit coordinator for more information at (615) 585-8123.

APPLICATION FOR SPACE:

The online registration and application for exhibit space, the formal notice of space assignment by management, and these rules and regulations constitute an application for the right to exhibit at the 2016 LEAD Conference.

Make your reservations now – the LEAD 2016 exhibit hall will fill up quickly!

Rules and Regulations

EXHIBITOR also agrees to comply with the regulations of the Music City Center.

EXHIBIT LIMITATIONS: Exhibits may not project beyond the space allotted and aisles must be kept clear for traffic. Exhibits shall not obstruct the view or interfere with traffic to exhibits of others, and must be constructed in compliance with Display Rules & Regulations as developed, including Endcap Restrictions, accepted and endorsed by IAEM, EDPA, ESCA, and IEA (copy provided with EXHIBITOR manual and available again upon request). **SOUND:** Exposition management (TDOE) reserves the right to determine at what point sound constitutes interference with others and must be discontinued or modified. Any method to project sound beyond the confines of the exhibit booth is expressly prohibited.

OFFICIAL DECORATOR: The Official Decorator, Drayage Contractor and Labor Contractor for this event shall have the exclusive right to supply all equipment, furniture, carpeting and decorating materials, drayage and non-technical man-power, on a rental basis to individual EXHIBITORS.

BOOTH ASSIGNMENT: EXHIBITOR shall not reassign, sublease or share assigned exhibit space with any person, firm or other entity without notification to and approval of the Exhibit Coordinator. Exhibit Coordinator reserves the right to alter the location of exhibits as shown on the official floor plan, if it deems advisable and in the best interest of the exhibit. Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form in the exhibition area. Violators of this prohibition will be promptly ejected from the exhibition area. RIGHT OF REFUSAL AND/OR CANCELLATION: TDOE, Exhibit Coordinator, reserves the right to cancel this agreement whenever it discovers that EXHIBITOR'S product is not as described in this agreement or is incompatible, in the opinion of Exhibit Coordinator, with the purposes of the LEAD 2016 exhibit. Application for space may also be canceled if the EXHIBITOR'S demeanor is deemed by Exhibit Management as inappropriate or disruptive. INSURANCE AND HOLD HARMLESS AGREEMENTS: General comprehensive, liability and workers compensation insurance must be obtained by EXHIBITORS at their own expense, showing TDOE and LEAD 2016 as additional insureds. Proof of insurance must be submitted to TDOE upon request. The EXHIBITOR will indemnify, defend, and hold harmless TDOE, LEAD 2016 and its sponsors, the City, the Facility's owner and management, and their respective owners, directors, officers, employees, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other related costs and charges arising out of EXHIBITOR'S activities related to the exhibition or any breach of the EXHIBITOR Rules and Regulations, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the EXHIBITOR or any of its directors, officers, employees, agents, representatives or contractors, excluding liability caused by the sole negligence or willful misconduct of TDOE and LEAD 2016, its sponsors and their respective owners, directors, officers, employees, representatives and agents.

LIMITATION OF LIABILITY: EXHIBITOR ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR ALL DAMAGES OR LOSSES TO TDOE AND LEAD 2016, THE FACILITY, PERSONS OR PROPERTY THAT OCCUR AS A RESULT OF THE NEGLIGENCE OR ANY ACTIONS OF EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS DURING THE ENTIRE EXHIBITION PERIOD. EXHIBITOR agrees that to the maximum extent permitted by law, TDOE, LEAD 2016, the city, the facility and any of their respective officers, agents, employees or representatives will not be held liable for any loss or damage to any exhibits, or materials, goods or wares (collectively "property") belonging to the exhibitor, and they are released from liability for any damage, loss or injury to person or property of the exhibitor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, water, acts of God, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other causes.

ATTORNEY FEES AND COSTS: Should any litigation arise out of this agreement, EXHIBITOR shall pay all costs and reasonable attorney's fees incurred by TDOE, Exhibit Coordinator, and/or the sponsoring organization, if TDOE and/or the co-sponsoring associations are the prevailing parties. This provision shall extend to the costs and attorneys' fees incurred at both the trial and appellate level.

TAXES AND LICENSES: EXHIBITOR shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the LEAD 2016 Exhibit. EXHIBITOR shall be responsible for obtaining tax identification numbers & paying all taxes, license fees or other charges that shall be due to any governmental authority in connection with their activity at the Exposition.

FIRE, SAFETY AND HEALTH: EXHIBITOR agrees to accept full responsibility for compliance with city, county, state and federal Fire, Safety and Health Ordinances regarding the installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to spectators. EXHIBITOR hereby represents and warrants to TDOE and LEAD 2016, that EXHIBITOR has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected

DEFAULT BY EXHIBITOR: EXHIBITOR shall be in default if it fails to pay at pre-identified dates the required sums under this agreement or breaches any of the provisions of this agreement.

UNOCCUPIED SPACE: Exhibit Management reserves the right, should any rented space remain unoccupied 2 hours prior to the published set-up day/hours, or should any space be forfeited due to failure to make payment in full, to sell paid or unpaid space to another EXHIBITOR or use space for such purpose as it may see fit without liability on its

part. This clause shall not be construed as affecting the obligation of the EXHIBITOR to pay the full amount specified in the space rental agreement. Failure to make payment of the full amount specified in the Application for Exhibit Space by the cut-off date constitutes cancellation by the EXHIBITOR.

EARLY TEAR-DOWN OR DISMANTLING: Early tear-down or dismantling of booths by EXHIBITORS is strictly prohibited. Early Tear-Down or dismantling disrupts the integrity of the show, and endangers attendees still in the exhibit hall. By signing this agreement EXHIBITORS agree to remain on the exhibit hall floor with their booths fully in place until the official close of the exhibit, as published in their EXHIBITOR manual. Any EXHIBITORS dismantling their booths prior to the scheduled time **will be penalized a \$250 fine**. This fine must be paid before the EXHIBITOR may apply to exhibit at future shows.

CANCELLATIONS AND REFUNDS: In the event of cancellation by the EXHIBITOR, the following schedule of refunds will be followed: (1) 50% refund of the total amount paid if written cancellation is received by **Sept. 18, 2016** and **space is resold prior to show dates**. (2) No refunds will be given after Sept. 30, 2016. (3) If canceled at the discretion of the Exhibit Coordinator, the amount of refund (if any) will be determined by the Exhibit Coordinator at the time of cancellation. **There will be no refunds for "No-Shows"**.

EXCUSED NON PERFORMANCE/FORCE MAJEURE: If for any reason beyond the reasonable control of TDOE or LEAD 2016, including but not limited to acts of God, war, strikes, labor disputes, accidents, government requisitions, governmental restrictions or regulations on travel (including travel advisory warnings), facility availability, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, curtailment of transportation, disaster, fire, earthquakes, hurricanes, extreme inclement weather, epidemic, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts (in the city where the facility is located), or any other comparable conditions, TDOE or LEAD 2016 is unable to fulfill its obligations under this Agreement, the Parties may terminate this Agreement without liability, and TDOE or LEAD 2016 may retain the earned portion of the Exhibit Fee required to recompense it for expenses incurred up to the time of terminating the event. Any remaining unearned Exhibit Fee will be returned to the EXHIBITOR. Additionally, if any part of the Facility is damaged or if circumstances beyond TDOE or LEAD 2016's reasonable control make it impossible or impractical for TDOE or LEAD 2016 to permit EXHIBITOR to occupy or continue to occupy the assigned Exhibit space location during any part of or the entire exhibition, EXHIBITOR will only be charged a prorated Exhibit Space Rental Fee for the period that the Exhibit space was or could have been occupied by EXHIBITOR. Furthermore, in no event will TDOE or LEAD 2016, the City, the Facility, or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, special or incidental damages of any nature or for any reason whatsoever.

AUTHORITY TO SIGN: EXHIBITOR agrees that they have the requisite authority to enter into this Agreement and bind the company or party for whom they sign, and to abide and be bound by all of the terms, conditions, Rules and Regulations stated under this Agreement, exhibitors' manual, any schedules, or amendments to the same, all of which are integral to and incorporated by reference into this Agreement. All points not covered are subject to the decision of the Exhibit Coordinator. Further, EXHIBITOR agrees that TDOE will have full power in a matter of interpretation, amendment and enforcement of all EXHIBITOR Rules & Regulations. In all instances, TDOE's rulings will be final. All rights and privileges granted to EXHIBITOR under this Agreement and any subsequent amendments are subject to and subordinate to the master lease between TDOE, LEAD 2016, and Facility.